

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF MENTAL HEALTH, MENTAL RETARDATION
AND SUBSTANCE ABUSE SERVICES
Office of Administrative Services
P. O. Box 1797
Richmond, Virginia 23218-1797

CONTRACT RENEWAL NOTICE

The following contract has been renewed. Community Services Boards and facilities of DMHMRSAS may issue Agency Purchase Orders to order goods under this contract.

Contract Number: 720C-01981-01S

Contract: Periodical Subscriptions

Vendor: EBSCO Subscription Service Birmingham
EBSCO Industries Inc.
P.O. Box 2543
Birmingham, Alabama 35202

(FEI/FIN): 36-6014186

Customer Service Rep: Nicole Moody phone-800.659.6009 fax-205.995.1613
Account Service Mngr: Merrill Smith phone-800.356.0245 ext. 9635
Sales Representative: David Globle phone-800.356.0245 ext. 9720

Contract Period: July 1, 2004 through June 30, 2005 (Renewable)

Terms: Net 30 days

Pricing: Professional Journals – Add 4.2% service charge.

For advance subscription payments, the following service charges apply:

By taking advantage of EBSCO's early payment option, participants can significantly decrease their service charge by 0.3% per month. This amount applies to each EBSCO customer and may vary from year to year based on current interest rate conditions. Participants may choose which month to pay its invoice. This will establish the service charge applicable for any subscription invoices (rate adjustment and new titles) for the balance of the year.

EBSCO will accept payment of invoices via the small purchases charge card. An additional 3.0% service fee will be added to all invoices paid through a charge card.

EBSCO is an eVA approved member and will add an additional 1% fee, not to exceed \$500 per transaction, to all orders filled through the eVA procurement solution.

Popular Titles – No service charge. Provided at publishers' retail price.

Contractor Responsibilities: The following services are required of the contractor:

1. Service that offers the purchase of professional and non-professional periodicals, journals, and magazines.
2. Fulfillment. Unless otherwise indicated on an order, the latest edition published is to be supplied. Substitutions or additions of titles or editions shall not be permitted unless expressly permitted by the ordering Agency.
3. Payment of Invoices. Contractor shall accept that no payment may be made on a renewal invoice unless the title billed is currently being received on a regular basis by the Agency.
4. Supporting Documentation. The Agency reserves the right to request supporting documentation (including copies of the publishers' invoices) on discount or service charge decisions of the contractor at any time during the contract period.
5. Delivery of Material. Delivery of all materials and invoices shall be made per the ordering Agency address specifications.
6. Conversion. Contractor shall indicate what services it will provide to assist the Agency in the conversion of previously existing accounts. Contractor is responsible for all cost of providing the periodicals, including costs of conversion or creation of records related to these subscriptions.
7. Types of Material To Be Covered. Contractor shall be able to provide periodical, annuals, memberships, irregulars and non-periodicals on a subscription basis. (see RFP solicitation attachment B)
8. Geographical Coverage. Contractor shall be able to provide periodical subscriptions published from the following areas:
 - 8.1 United States;
 - 8.2 Canada;
 - 8.3 United Kingdom;
 - 8.4 Continental Europe;
 - 8.5 Russia, former Union of Soviet Socialist Republics, and other Slavic countries;
 - 8.6 Latin America including Mexico;
 - 8.7 Asia;
 - 8.8 Pacific nations;
 - 8.9 African nations;
 - 8.10 Middle Eastern nations.
9. Types of Publications To Be Covered. Contractor shall be able to supply material from the following types of publishers:
 - 9.1 General circulation periodical publishers;
 - 9.2 University presses, University departments; Law Schools;
 - 9.3 Medical and Societies, Scientific;
 - 9.4 Societies, Non-Medical and Non-Scientific;
 - 9.5 Small Presses;
 - 9.6 Non-paper format publishers;
 - 9.7 Associations;
 - 9.8 Government agencies;
 - 9.9 Quasi-governmental organizations (e.g., United Nations, Organization of American States, World Health Organizations, NATO).
10. Acceptance of New Orders. Contractor shall accept new orders from the Agency at any time during

the year. Orders may begin with:

- 10.1 Current calendar year/volume;
- 10.2 Upcoming calendar year/volume;
- 10.3 Latest issue;
- 10.4 Dependent on publisher restrictions;
- 10.5 Back issues on demand.

11. Subscription Orders. Contractor shall subscription orders on the following basis:

- 11.1 "Till Forbid";
- 11.2 Multiple year plan;
- 11.3 Renewal authorization required.

12. Sample Issues. Contractor shall undertake to supply sample issues of periodicals as requested by an ordering Agency. Contractor shall indicate if any charges are applicable.

13. Back Issues Contractor shall accept orders for and supply back issues of periodicals during the past year only.

14. Processing of Orders. Contractor shall process and confirm new orders within 15 working days from receipt from the ordering Agency. Contractor shall specify both turnaround and methods for placement or orders.

15. Delivery Time of First Issue/Volume. Contractor shall enter orders with publishers at least 45 days prior to the ordered starting date or before expiration of renewal subscriptions, provided the ordering Agency submits orders at least 90 days in advance of the required starting date.

16. Rush Orders. Note: "Rush" orders are those that are ordered for delivery within 20 working days. Contractor shall provide special and priority handling of rush orders.

17. Supplementary Volumes, etc. All indexes, supplementary numbers and added volumes shall be serviced automatically as part of the subscription. Contractor shall describe the method for handling supplementary items not included in the subscription price.

18. Non-Fulfillment. If unable to supply a title, Contractor shall notify the ordering Agency with reason for non-fulfillment within 30 days.

19. Common Expiration. Contractor shall establish common expiration for all subscriptions when possible so that each ordering Agency receives only a single consolidated invoice each year.

20. Multiple Year Subscriptions Options. Contractor shall establish where possible multiple year subscription options so that expenditures will be roughly equal each year.

21. Method of Claim. The ordering Agency may claim missing issues through either or both of the following methods.

- 21.1 Through the Contractor;
- 21.1 Direct to the publisher.

22. Method of Submission. Claims shall be submitted to the contractor by:

- 22.1 Mail;
- 22.2 Telephone;
- 22.3 Electronic communication;

22.4 Tele-facsimile

- 23.** Method of Status Notification. The ordering Agency shall be notified of the status of all claims to the contractor by:
- 23.1 Mail;
 - 23.2 Telephone;
 - 23.3 Electronic communication;
 - 23.4 Tele-facsimile
- 24.** Forms. Contractor shall provide preprinted or pre-formatted claim forms for use in claiming missing issues.
- 25.** Issuance to Publisher. Claims sent to the Contractor shall be directed to the publisher within 5 working days of receipt from the ordering Agency.
- 26.** Status Notification Deadlines. The ordering Agency is to be notified of the status of outstanding claims within 20 working days of receipt by Contractor.
- 27.** Replacements for Missing Issues. On claims for missing issues submitted by the ordering Agency within the publishers' specified time period Contractor shall secure replacements free of charge or secure an extension of the subscription.
- 28.** Replacements for Defective Issues. Contractor shall request free replacement copies for issues received by the "Ship To" addressed ordering Agency that are defective, mutilated, damaged or which are not delivered within publisher policies. Contractor shall secure replacements free of charge or secure an extension of the subscription for claims made on issues, which at the time of receipt, through no fault of the ordering Agency, were unfit for the publishers' intended purposes.
- 28.** Visits. Contractors' representative shall visit the ordering Agency libraries 2 times per year to discuss problems, changes and planning.
- 29.** Response Time. Contractor or its representative shall respond to messages within 2 working days.
- 29.1 Other Methods of Contact. Contractor shall provide for contact via at least one of the following:
- 29.1.1 Toll free telephone line;
 - 29.1.2 Collect telephone calls from the ordering Agency;
 - 29.1.3 Electronic communication;
 - 29.1.4 Tele-facsimile
- 30.** An ordering Agency shall be able to cancel and obtain a refund for the unused portion of the subscription of individual titles:
- 31.1 At any time;
 - 31.2 At expiration;
 - 31.3 Dependent on publisher restrictions
- 31.** Contractor shall provide samples of all available reports. Contractor shall indicate its capability to provide customized management reports on demand. If customized reports are available, Contractor must indicate any applicable policies (including costs for the reports, advance time required, etc.) concerning the preparation of customized (on demand) reports.
- 32.** Changes to Publications. Contractor shall provide information regarding the last issue (e.g. volume and number, month, year) for titles having ceased publication when available. Contractor shall notify the

ordering Agency monthly of:

- 32.1 Ceased publications;
 - 32.2 Suspended publications;
 - 32.3 Public delays;
 - 32.4 Publishing frequency changes;
 - 32.5 Title changes;
 - 32.6 Title mergers
- 33.** Fiscal Management. Fiscal management reports shall be supplied semi-annually by the Contractor free of charge. Reports shall include but not necessarily be limited to:
- 33.1 Average service charge by ordering Agency Ship To address;
 - 33.2 Subscriptions by Library of Congress classification;
 - 33.3 Subscriptions by each ordering Agency;
 - 33.3 Total expenditures by each ordering Agency
- 34.** Title List. Contractor shall supply to ordering Agencies at no charge 2 copies of its printed title listing showing titles available, prices, volume numbering, frequencies and other information.
- 35.** First Invoice. Contractor shall supply the first invoice on a title within 30 working days of receipt of the ordering Agency order.
- 35.1 Information on Invoices. The following information shall appear on each invoice:
- 35.1.1 Name and address of the contractor;
 - 35.1.2 Bill to address;
 - 35.1.3 Ship to address;
 - 35.1.4 Account number assigned by the contractor;
 - 35.1.5 Library purchase order number for each title, if any;
 - 35.1.5 Contractor title number;
 - 35.1.6 Title of the periodical, annual or newspaper;
 - 35.1.7 ISSN
 - 35.1.8 Period covered;
 - 35.1.9 Volume number(s) covered;
 - 35.1.10 Individual title (if monographic);
 - 35.1.11 Number of copies;
 - 35.1.12 Price;
 - 35.1.13 Indications of whether the title is new or renewal;
 - 35.1.14 Service charge;
 - 35.1.15 Agency fund designation (if supplied by the ordering Agency);
 - 35.1.16 Federal Identification Number (FIN).
- 36.** Supplementary Invoices. Contractor shall supply at monthly intervals supplementary invoices for titles on which the publisher price exceeded the originally billed price with reasons for additional charges.
- 37.** Separate Invoices. Contractor shall separate invoices as indicated by ordering Agencies including:
- 37.1 Maximum amount per invoice (determined by ordering Agency);
 - 37.2 Separate invoices by fund designation;
 - 37.3 Separate invoices for different Ship To addresses;
 - 37.4 Separate invoices for different account numbers;
 - 37.5 Other breakdowns as requested by ordering Agency
 - 37.6 Delayed billing for slow/delayed publications.

38. Contractor shall supply proofs of payments made to publishers as and when requested by publishers and ordering Agencies.
39. Contractor shall be able to provide refunds, rather than credits, for canceled subscriptions unless the using Agency approves a credit settlement.
40. Immediate Credit. Contractor shall supply the ordering Agency with blank credit forms to be filled out by the ordering Agency and submitted with invoices in hand for credit (if available from the publisher).
41. Cancellations and Cessations. In the event of cancellations or cessations other than at expiration, an ordering Agency shall receive from Contractor any credit supplied by Publisher.
42. Online Data Availability. Contractor shall be able to provide data online in the following areas:
 - 42.1 Orders;
 - 42.2 Claims;
 - 42.3 Invoices;
 - 42.4 Credits, returns;
 - 42.5 Fund accounting;
 - 42.6 Back issues orders;
 - 42.7 Library of Congress MARC records;
 - 42.8 Title availability;
 - 42.9 Account history;
 - 42.10 Publishing history (volumes and numbers published).
43. Hardware/Software Compatibility. Contractor's automated system shall be able to interface with Agency intel based personal computers using online Microsoft Operating Systems through an Internet Explorer web browser.
44. Documentation and Training. Contractor shall supply documentation for training procurement and library staff free of charge on automated systems to be supplied by the Contractor or to be used by the Agency and the Contractor together under the contract.
45. Other Automation Support. Contractor shall provide a full description of any other automation support that can be provided to its subscription clients, starting if services are existing or expected, and a list of any automated systems with which the Contractor presently interfaces.

Please contact the undersigned if you have any questions or wish to report any problems regarding this contract.

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